

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
Calais	Calais
Baring Plantation	Baring Plantation
Robbinston	Robbinston
Alexander	Alexander
Crawford	Crawford
Eastport	Eastport
Perry	Perry
Pembroke	Pembroke
Dennysville	Dennysville
Charlotte	Charlotte
S.A.D. 19 Lubec	S.A.D. 19 Lubec

Contact Information:

RPC Chair

Name: Stephen Knowles
 Address: 353 Cooper Road
 Alexander, ME 04694
 Telephone: 454-1237
 email: steve@su107.org

Date Plan Submitted: 5/7/10

Proposed Alternative Organizational Structure Operational Date: July 1, 2010

Janice Sullivan School Board Chair 5-3-10 Alexander
Signature/Title Date SAU

Edith J. J. School Board Chair 5-3/10 Crawford
Signature/Title Date SAU

Robert Olson Board Chair 5-3-10 Bailey
Signature/Title Date SAU

Donald F. Repak Board Chair 5-4-10 Robinson
Signature/Title Date SAU

Morgan A. Shemard Board Chair 5-4-10 Calais
Signature/Title Date SAU

Shannon Emery Board Chair 5/4/10 Eastport
Signature/Title Date SAU

Stephanie Page, MSAD #19 Board Chair 5/4/10 Lubec
Signature/Title Date SAU

S.R. Corey School Comm. Chair 04/May/10 Dennyville
Signature/Title Date SAU

Herbert P. Clark Chair 5-5-10 Charlotte
Signature/Title Date SAU

Erin - Chair 5-7-10 Perry
Signature/Title Date SAU

Kathleen Burns Chair 5/7/10 Trempealeau
Signature/Title Date SAU

Signature/Title Date SAU

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development								
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴	
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.B(2)	Comprehensive programming for all students grades K – 12		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Includes at least one publicly supported high school		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.B(3)	Consistent with policies set forth in section 1451		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.B(4)	No displacement of teachers		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	No displacement of students		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non-instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:							
	Consolidation of system administration		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements							
							Yes
							No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1447

<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

REORGANIZATION PLAN
ALTERNATIVE ORGANIZATION STRUCTURE (AOS)

AOS NAME:
SUNRISE COUNTY SCHOOL SYSTEM
(SCSS)

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, Lubec M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department (hereinafter collectively referred to as "Member School Units").

Contact information:

Steven Knowles, Reorganization Planning Committee Chairman	454-1237
Herbert Clark, Reorganization Planning Committee Vice-Chairman	454-8825
Brian Carpenter, Superintendent	733-5573
Lubec M.S.A.D 19	
Terry Lux, Superintendent	853-2567
Charlotte School Department, Dennysville School Department, Eastport School Department, Pembroke School Department, Perry School Department	
James Underwood, Superintendent	454-7561
Alexander School Department, Baring Plantation School Department, Calais School Department, Crawford School Department, Robbinston School Department	

Date Submitted by SAUs: May 7, 2010

Proposed operational date: July 1, 2010

3. A (1) The Units of School Administration to be included in the Proposed Sunrise County School System (SCSS):

Alexander School Department
Baring School Department
Calais School Department
Charlotte School Department
Crawford School Department
Dennysville School Department
Eastport School Department
Lubec, M.S.A.D. 19
Pembroke School Department
Perry School Department
Robbinston School Department

3. A (2) The Size, Composition and Apportionment of the Governing Body:

The Sunrise County School System shall be governed by an Alternative Organizational Structure (AOS) School Board consisting of representatives from the School Boards of each of the member school units.

The School Board of each town or municipality located within the AOS shall choose from its membership the representatives to the AOS School Board to which that School Board is entitled and each school board of each town or municipality also shall choose from its membership one alternate representative to the AOS Board to serve in the case of the absence of one of its representatives.

<u>Member School Unit</u>	<u>Number of Representatives</u>
Alexander	1
Baring	1
Calais	4
Charlotte	1
Crawford	1
Dennysville	1
Eastport	2
Lubec	2
Pembroke	1
Perry	1
Robbinston	1
	16

3. A (3) The Method of Voting of the Governing Body:

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's town or municipality as shown below:

Member Unit Municipality	Population (2008 Est Federal Decennial Census)	Percent of Population	Total Votes	Number Of Directors	Number Of Votes Per Director	Percentage Voting Power Per Director	Total Votes By Municipality
Alexander	523	5.2%	523	1	523	5.2%	523
Baring	250	2.5%	250	1	250	2.5%	250
Calais	3184	31.9%	3184	4	796	8.0%	3184
Charlotte	297	3.0%	297	1	297	3.0%	297
Crawford	111	1.1%	111	1	111	1.1%	111
Dennysville	303	3.0%	303	1	303	3.0%	303
Eastport	1536	15.4%	1536	2	768	7.7%	1536
Lubec	1528	15.3%	1528	2	764	7.7%	1528
Pembroke	828	8.3%	828	1	828	8.3%	828
Perry	922	9.2%	922	1	922	9.2%	922
Robbinston	502	5.0%	502	1	502	5.0%	502
Total:	9,984	100%	9,984	16			

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census to reflect the then current population of each town or municipality in the AOS as a percentage of the total population of all towns or municipalities in the AOS. The total votes cast by the directors of a municipality must equal the total population of the municipality in order to be in compliance with the one man-one vote principle.

A quorum for meetings shall consist of a majority of members in number and voting power, excluding vacancies.

3. A (4) The Composition, Powers and Duties of Local School Boards:

The composition, powers and duties of the school boards (Alexander, Baring, Calais, Charlotte, Crawford, Dennysville, Eastport, Lubec, Pembroke, Perry, and Robbinston) of the Member School Units will remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

3. A (5) The Disposition of Real and Personal School Property:

All real and personal property interests, including without limitation, land, buildings, other improvements to realty, easements, option rights, first refusal rights, purchase rights, and all fixtures, shall remain the property of each Member School Unit except for central office equipment that will be transferred to the Sunrise County School System AOS Office.

3. A (6) The Disposition of Existing School Indebtedness and Lease/Purchase Agreements

The indebtedness and lease/purchase obligations of the Member School Units will remain with them.

3. A (7) The Assignment of School Personnel Contracts, School Collective Bargaining Agreements and other School Contractual Obligations:

All Member School Unit Central Office staff, personnel contracts and other contractual obligations will be transferred to the Sunrise County School System (SCSS). All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with them.

3. A (8) The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Funds, Reserve Funds, and other Funds Appropriated for School Purposes:

All existing school funds and existing financial obligations of the Member School Units will remain with them, including undesignated fund balances, trust funds, reserve funds, and other funds appropriated for school purposes.

3 A (9) A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Internal Personnel Policies:

The Sunrise County Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of Member School Units with at least 1000 pupils based on the October 1, 2006 subsidizable resident pupil counts.

The Sunrise County School System School Board shall be appointed and shall develop the budget for the Sunrise County School System for FY 2010 – 11. The Sunrise County School System budget for FY 2010 -11 shall be adopted at an AOS budget meeting in accordance with the budget meeting procedure applicable to regional school units as provided in the Interlocal Agreement. The Sunrise County School System shall employ the Sunrise County School System Superintendent and make all necessary decisions in order for the Sunrise County School System to become operational on July 1, 2010. The current Calais School Department personnel policies shall serve as the interim policies for the Sunrise County School System AOS personnel.

3. A (10) All Reorganization Planning Committee Meetings Are Public:

Following an organizational meeting April 8, 2010, the Reorganization Planning Committee met to develop a Reorganization Plan on the following dates: April 13, 2010, April 14, 2010 and April 15, 2010. The agenda and minutes from the organizational meeting on April 8, 2010 and the Reorganization Planning Committee meetings on April 13, 2010, April 14, 2010 and April 15, 2010 are attached to this Plan as Exhibit B. A public hearing will be held for each of the 11 towns and municipalities in the proposed Sunrise County School System to explain the Reorganization Plan prior to the referendum vote.

3. A (11) An Explanation Of How Units That Approve the Reorganization Plan Will Proceed If One Or More Of The Proposed Members Of The Regional School Unit Fail to Approve the Plan:

If the School Reorganization Plan which incorporates the attached Interlocal Agreement is approved by the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 1000 pupils, the attached Interlocal Agreement shall become operative and the Alternative Organizational Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If the Reorganization Plan is approved by Member School Units with less than 1000 subsidizable resident pupils on October 1, 2006, the Interlocal Agreement shall not become operative and the AOS shall not be formed.

3.A (12) An Estimate of the Cost Savings to be Achieved by the Formation of a Regional School Unit and how these savings will be Achieved (See Exhibit C):

A reorganization of Central Office administrative responsibilities by July 1, 2010 shall include the assignment of the additional responsibilities of Curriculum Director and Transportation Director, shall consolidate the delivery of financial and operational services under the oversight of a business manager and shall begin the reorganization of the delivery of Special Education services with an estimate of no overall increase in administrative salary and benefits and an estimated cost reduction in the operation of the SCSS central office of at least \$50,000.00 in the first, transition year (2010-11) of operation, an additional overall estimated savings of more than \$80,000.00 in operating costs in the second year of operation, and an additional \$10,000.00 of savings in the third year of operation (Exhibit C).

The projected cost savings will not have an adverse impact on instructional programming.

3.A (13) Other Matters Determined to be Necessary;

13-A). K-12 Core Curriculum: The Sunrise County School System will be responsible for adopting and maintaining a K-12 core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209.

13-B). Tuition Contracts and School Choice:

Any town or municipality without a school will have school choice. Towns and municipalities with school choice may continue to negotiate tuition agreements, not to exceed the maximum state allowable tuition for each student. Any town or municipality without a high school will have school choice, grades 9-12, up to the maximum state allowable tuition for each student. Any town or municipality with a pre-K or K-8 school will not have school choice for those grades.

Tuition Contracts currently are held by the following member units:

Crawford and Alexander School Departments:

Crawford students K-8 attend Alexander Elementary School through a tuition contract between the Crawford School Department and the Alexander School Department, 2007-2010.

At this time, no other school departments within the proposed Sunrise County School System have tuition contracts.

13-C). Claims and Insurance:

Continuity of insurance shall be maintained with the assistance of counsel.

13-D). Less than 1000 Students:

NA

13-E). Plan for Consistent Collective Bargaining Agreements:

The collective bargaining agreements in place within the Member School Units are as follows:

Municipality Town Governing Unit	Support Staff Contract Expires	Teachers Contract Expires	Ed Tech Contract Expires	Bus Drivers Contract Expires	Custodial Contract Expires
Alexander	In Teacher Contract	2010	In Teacher Contract		In Teacher Contract
Baring	N/A	N/A	N/A	N/A	N/A
Calais	2010	2010	In Support Staff Contract	N/A	2012
Charlotte	Hrly. Emp.	2010	Hrly. Emp.	N/A	Hrly. Emp.
Crawford	N/A	N/A	N/A	N/A	N/A
Dennysville	NO NEGOTIATED CONTRACTS				
Eastport	2010	2010	2010		N/A
Lubec	2011	2010	In Support Staff Contract		
Pembroke	N/A	2010	2010	2010	2010
Perry	2010	2010	2010	N/A	N/A
Robbinston	N/A	2010	In Teacher Contract	N/A	N/A

The Member Units of the Sunrise County School System will meet jointly to develop and adopt a plan for consistent contracts upon the expiration of the existing collective bargaining agreements. The Sunrise County School System will develop consistent negotiating proposals in order to achieve greater consistency in the terms and conditions of employment. Consistency in the terms and conditions of employment does not require uniform salary schedules.

13-F). Plan for Consistent School Policies and School Calendars:

After July 1, 2010 the SCSS school board, working in conjunction with the school boards of the Member School Units, will develop and adopt a plan for consistent school policies and consistent school calendars. The plan for consistent school calendars will be implemented on or before July 1, 2011. The plan for consistent school policies will be implemented on or before July 1, 2012.

13-G). State Subsidy:

In accordance with 20-A M.R.S.A. §1461-B, sub-§4, the Member School Units shall be recognized as discrete school administrative units for purposes of Title 20-A Chapter 606-B. The member entities shall provide any separate and discreet data that is necessary for the Department of Education to perform these calculations.

13-H). Cost Sharing of AOS Central Office Budget:

The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of resident subsidizable pupils on April 1 and October 1 of the preceding calendar year. The method of cost sharing of the AOS budget may be amended upon approval by a simple majority of the school board of each Member School Unit and by a simple majority vote of the Legislative body of each Member School Unit.

13-I). Incorporation of Interlocal Agreement:

The Interlocal Agreement for the creation of the Sunrise County School System, attached to this plan as Exhibit A, is expressly incorporated into and made a part of this plan.

EXHIBIT A

SUNRISE COUNTY SCHOOL SYSTEM

Interlocal Agreement for Alternate Organizational Structure
30-A M.R.S.A. Chapter 115

Agreement made as of May 7, 2010 between Alexander School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Alexander); Baring Plantation School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Baring); Calais School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Calais); Charlotte School Department, a municipal school unit acting by and through its governing body with a mailing address of 102 High Street, Eastport, ME 04631 (Charlotte); Crawford School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Crawford); Dennysville School Department, a municipal school unit acting by and through its governing body with a mailing address of 102 High Street, Eastport, ME 04631 (Dennysville); Eastport School Department, a municipal school unit acting by and through its governing body with a mailing address of 102 High Street, Eastport, ME 04631 (Eastport); Maine School Administrative District No. 19, a Maine school administrative district with a mailing address of 44 South Street, Lubec, ME 04652 (Lubec); Pembroke School Department, a municipal school unit acting by and through its governing body with a mailing address of

102 High Street, Eastport, ME 04631 (Pembroke); Perry School Department, a municipal school unit acting by and through its governing body with a mailing address of 102 High Street, Eastport, ME 04631 (Perry); Robbinston School Department, a municipal school unit acting by and through its governing body with a mailing address of 32 Blue Devil Hill, Calais, ME 04619 (Robbinston); (hereinafter the "Member School Units");

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternate Organizational Structure (hereinafter "AOS") within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, professional development and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, a plan for consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternate Organizational Structure (“AOS”) in order to achieve the goals of Maine’s School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.
2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter “RPC”) for the purpose of developing a school reorganization plan for an AOS pursuant to Maine’s School Reorganization Law (hereinafter “School Reorganization Plan”). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS, which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine’s School Reorganization Law.
3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and

corporate under the name of Sunrise County School System (hereinafter "SCSS"). SCSS is an Alternate Organizational Structure within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B, a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Board. SCSS established pursuant to this Interlocal Agreement shall be governed by an AOS school board comprised of representatives of each Member School Unit as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
Alexander	1
Baring	1
Calais	4
Charlotte	1
Crawford	1
Dennysville	1
Eastport	2
Lubec	2
Pembroke	1
Perry	1
Robbinston	<u>1</u>
	16

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's town or municipality as shown below:

Member Unit Municipality	Population (2008 Est Federal Decennial Census)	Percent of Population	Total Votes	Number Of Directors	Number Of Votes Per Director	Percentage Voting Power Per Director	Total Votes By Municipality
Alexander	523	5.2%	523	1	523	5.2%	523
Baring	250	2.5%	250	1	250	2.5%	250
Calais	3184	31.9%	3184	4	796	8.0%	3184
Charlotte	297	3.0%	297	1	297	3.0%	297
Crawford	111	1.1%	111	1	111	1.1%	111
Dennysville	303	3.0%	303	1	303	3.0%	303
Eastport	1536	15.4%	1536	2	768	7.7%	1536
Lubec	1528	15.3%	1528	2	764	7.7%	1528
Pembroke	828	8.3%	828	1	828	8.3%	828
Perry	922	9.2%	922	1	922	9.2%	922
Robbinston	502	5.0%	502	1	502	5.0%	502
Total:	9,984	100%	9,984	16			

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census to reflect the then current population of each town or municipality in the AOS as a percentage of the total population of all towns or municipalities in the AOS. The total votes cast by the directors of a municipality must equal the total population of the municipality in order to be in compliance with the one man-one vote principle.

The school board of each town or municipality in the AOS shall choose from its membership the representative(s) to the AOS school board to which that town or municipality is entitled. Membership on the AOS school board shall terminate at any time that a member of the AOS school board ceases to hold office as a member of the appointing school board. Any vacancy on the AOS school board shall be filled by the appointing school board. In June each year, the AOS school board shall choose by ballot

from among its members a chair and secretary of the AOS school board for the ensuing year.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
Alexander	Operates grades pre-K through 8
Baring Plantation	Does not operate a school
Calais	Operates grades pre-K through 12
Charlotte	Operates grades pre-K through 8
Crawford	Does not operate a school
Dennysville	Does not operate a school
Eastport	Operates grades pre-K through 12
Lubec	Operates grades pre-K through 12
Pembroke	Operates grades pre-K through 8
Perry	Operates grades Pre-K through 8
Robbinston	Operates grades K through 8

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school board serving all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and curriculum director/coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State law. The AOS school board shall be responsible for overseeing system administration, transportation administration, Special Education administration, professional development, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance

and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS school board shall develop, adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the Member School Units. The AOS school board shall develop and adopt a plan for consistent collective bargaining agreements within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school board as described above, the powers, authority and responsibilities of the AOS school board shall include the following:

- a. Oversee the operation of the AOS central office
- b. Annually develop and obtain legislative body approval for the AOS budget at an annual AOS budget meeting
- c. Apportion to each Member School Unit its share of the AOS budget in accordance with the AOS cost sharing formula
- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units
- e. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and establish and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law
- f. Own or lease and oversee management of AOS central office property and equipment
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office

- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose
- i. Oversee administration of federal, state and other grants not overseen by the school boards of the Member School Units
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units
- k. Employ AOS central office personnel and oversee their wages, hours, and working conditions
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees
- m. Oversee negotiation and administration of collective bargaining and maintenance of personnel records for all employees of the AOS and its member school units
- n. Oversee and maintain a Pre-K-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results
- o. Adopt and implement a plan for consistent school policies and consistent school calendars in conjunction with the school boards of the AOS Member School Units
- p. Administer the transportation systems for all schools within the AOS Member School Units, and administration of bus purchases and debt repayment for the AOS Member School Units
- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units
- r. Accept and oversee expenditure of gifts to the AOS central office
- s. Oversee contracts and lease agreements relating to the AOS Central Office
- t. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 10
- u. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal

Agreement for approval by the legislative bodies of the Member School Units in accordance with the same procedures as the budget approval process in effect at the time and in accordance with applicable law

- v. Authorize the superintendent of schools, subject to such limitations as the AOS school board may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school boards of the AOS and Member School Units in place of the Superintendent of Schools

7. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school board and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

8. Budget Adoption Procedures. The AOS school board shall develop each year an annual budget for the AOS, which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS budget, and the budget meeting procedure applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school board. The AOS budget must be approved by a majority of the voters at the AOS budget meeting from AOS Member School Units voting as a single body, as opposed to a majority of the voters from each Member School Unit. Following the adoption of an annual AOS budget at the AOS budget meeting, the AOS school board shall notify the

Member School Units of their respective shares of the AOS budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school board of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, each Member School Unit shall adopt its budget in accordance with applicable law. If the budget of a Member School Unit required to conduct a budget validation referendum is not approved at a budget validation referendum, that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS budget shall be determined based on the final AOS budget as approved at an AOS budget meeting. The budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS budget. Each Member School Unit's share of the AOS budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement. The member entities shall provide any separate and discrete data that is necessary for the Department of Education to perform these calculations.

9. Cost Sharing of AOS Budget.

a. The Member School Units shall share the costs of the AOS budget on the basis of and in proportion to their respective average number of subsidizable resident pupils on April 1 and October 1 of the preceding calendar year. (Exhibit D)

b. Process for amending the AOS budget cost sharing formula:

The method of cost sharing of AOS costs may be amended upon approval by a simple majority of the school board of each member school unit and by a simple majority vote of the legislative body of each member school unit.

10. Distribution of State Subsidy. In accordance with 20-A M.R.S. §1461-B sub-§4 the Member School Units shall be recognized as discrete school administrative units for purposes of title 20-A chapter 606-B. The AOS shall distribute state subsidy received by the AOS to each Member School Unit in the amount calculated and reported for that Member School Unit by the Maine Department of Education. The member entities shall provide any separate and discrete data that is necessary for the Department of Education to perform these calculations.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units including the ownership of the central office building prior to the formation of the AOS and in the event of dissolution of the AOS, the central office building of the Member School Units shall continue to be the property of that town or municipality. Any other real or personal property acquired for the operation of the AOS central office shall be owned by the AOS. Any other property of the AOS, or the proceeds from the sale of

such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS budget under the AOS cost sharing method.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing and legislative bodies of that Member School Unit in accordance with applicable law. The AOS school board and the legislative body of the AOS shall have no authority to close a school within a Member School Unit.

13. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 15 or by operation of law.

14. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school board. Prior to any such termination, the AOS school board shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS school board shall submit to the Commissioner of

Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school board including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school board or by the school board(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

16. Withdrawal of Member School Units. Whereas, Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department wish to pursue the formation of an

Alternative Organizational Structure (AOS) pursuant to Maine law. See, Maine Public Laws, Chapter 668 § 42 (2008);

Whereas, the AOS will be subject to referendum approval by Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department; whereas, the parties wish to make it clear that either party will have the ability to withdraw from the AOS if one is created; now, therefore, the parties agree as follows: in the event that an AOS is formed to include Alexander School Department, Baring Plantation School Department, Calais School Department, Charlotte School Department, Crawford School Department, Dennysville School Department, Eastport School Department, M.S.A.D. 19, Pembroke School Department, Perry School Department and the Robbinston School Department, the parties agree that any Member School Unit shall have the authority to withdraw effective at the beginning of any fiscal year provided that such withdrawal is approved by a public referendum within the withdrawing district to be held more than 60 days in advance of the fiscal year.

17. Joinder of Additional Member School Units: Subject to approval by the Commissioner of Education, a school administrative unit may join this Interlocal Agreement and the AOS as a Member School Unit upon a two-thirds vote of the full membership of the AOS school board, approval by the school boards of each Member

School Unit and the school board of the school administrative unit proposing to join the AOS, and a favorable referendum vote in each Member School Unit and in the school administrative unit proposing to join the AOS. Prior to calling the referendums in Member School Units, the school administrative unit proposing to join the AOS shall agree in writing to assume responsibility for the cost of conducting the referendum in each Member School Unit regardless of the final outcome of the referendum.

18. Amendment of Interlocal Agreement: This Interlocal Agreement may be amended upon a two-thirds vote of the full membership of the AOS school board, approved by the school board of each Member School Unit, and a favorable referendum vote in each Member School Unit. Approved amendments shall be submitted to the Commissioner of Education for filing with the Secretary of State.

19. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the legislative body of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the legislative body of that Member

School Unit fails to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is approved at referendum of the legislative body of that Member School Unit and by Member School Units with a subsidizable resident pupil count on October 1, 2006 of at least 1000 pupils. If the School Reorganization Plan is approved by the voters of Member School Units with an October 1, 2006 subsidizable resident pupil count of at least 1000 pupils, but not by the voters of all of the Member School Units, then this Interlocal Agreement and the Reorganization Plan shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. The AOS school board and the Commissioner of Education shall approve any changes to this Interlocal Agreement and the Reorganization Plan necessary to remove any Member School Units that fail to vote in favor of the School Reorganization Plan.

20. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each town or municipality within the AOS, and the secretary of each Member School Unit within the AOS.

21. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns

- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof

WITNESS:

Alexander School Department

Steven J. Knodes

BY:

Janice Sullivan
Alexander, Its Chair
Municipal School Board
Date: 5-3-10, 2010

WITNESS:

Baring Plantation School Department

[Signature]

BY:

Robert O. Linn
Baring, Its Chair
Municipal School Board
Date: 5-3-10, 2010

WITNESS:

Calais School Department

Steven J. Knodes

BY:

Morgan A. Sheppard
Calais, Its Chair
Municipal School Board
Date: 5-4, 2010

WITNESS:

Charlotte School Department

Ronald F. Repualats

BY:

Herbert J. Clark
Charlotte, Its Chair
Municipal School Board
Date: 5-7-10, 2010

WITNESS:

Carwford School Department

Sherry Rouse

BY:

Edith L. Linn
Carwford, Its Chair
Municipal School Board
Date: 5-3-10, 2010

WITNESS:

Dennysville School Department

Steven J. Krouko

BY: *SR Corey*
Dennysville, Its Chair
Municipal School Board
Date: *May 04*, 2010

WITNESS:

Eastport School Department

Jerry B. Dwyer

BY: *Shannon Emery*
Eastport, Its Chair
Municipal School Board
Date: *5/4*, 2010

WITNESS:

M.S.A.D. #19

Paula L. Luss

BY: *Stephanie Page*
MSAD#19 Bd of Directr, Its Chair
Municipal School Board
Date: *5/4*, 2010

WITNESS:

Pembroke School Department

Jerry B. Dwyer

BY: *Katharine Emery*
Pembroke, Its Chair
Municipal School Board
Date: *May 7*, 2010

WITNESS:

Perry School Department

Jerry Dwyer

BY: *Emery*
, Its Chair
Municipal School Board
Date: *5-7*, 2010

WITNESS:

Robbinston School Department

Herbert F. Clark

BY: Donald F. Reynolds
Robbinston, Its Chair
Municipal School Board
Date: 5-4, 2010

WITNESS:

APPROVED PURSUANT
TO 30-A M.R.S.A. §2205

Jeff Posh

BY: Angela Faherty
Angela Faherty
State of Maine
Commissioner of Education/Acting
Commissioner of Education
Date: 5-18, 2010

Exhibit B

Joint Meeting Minutes

Union #106, Union #104, and Lubec Consolidated

Thursday, April 8, 2010

6:00 p.m.

A joint meeting was held between Union #106, Union #104, and M.S.A.D. 19/Lubec on Thursday, April 8, 2010 at Shead High School. In attendance were: Eastport: Shannon Emery, Meg McGarvey, William Bradbury, Mark DeSantis; Perry: Denise Harris, Eileen Curry, Ivy Turner, Traci Jamieson, Ariane Murray; Charlotte: Janet Moholland, Herbert Clark, Krista Vining; Alexander: Jan Sullivan, Patsy Hill, Rosa Subialdea, Steven Knowles; Lubec: Stephanie Page, Russell Wright, Barbara Sellitto, Charlotta Farmer, Sonja Bailey; Dennysville: Susan Corey, Howard McFadden; Pembroke: Katie Evans; Robbinston: Don Reynolds, Tom Critchley; Baring: Bob Olsson, Jack Fortier; Crawford: Esther Tozier, Sherry Roussell, Calais: Bill Cody, Michael Chadwick, Morgan Sherrard, Debbie Ames, Superintendent Brian Carpenter, Superintendent James Underwood, and Superintendent Terry Lux.

Stephen Knowles Chairman of Union #106 and Eileen Curry Chairman of Union #104 called the meeting to order at 6:05 p.m. and led the committee in the Pledge of Allegiance. Stephen Knowles explained that the intention of the meeting was to attempt to begin the process of putting together a Plan for an Alternative Organization Structure (A.O.S.)

Introductions were made of each committee member present along with a statement of which town they represented. Stephen Knowles then turned the meeting over to Superintendent James Underwood.

Jim Underwood spoke briefly about moving forward with the law signed April 1, 2010. He stated that documentation to aid in the development of an A.O.S., requirements of the plan, timeline, samples of four approved plans from Machias Bay, Central Lincoln, Dexter and Ft. Kent were available for all members to review.

One of the requirements being a vote being taken by each individual board at an individual school committee meeting of each school committee to agree to partner and submit a notice of intent to move forward must be signed and sent to the Commissioner of Education.

Terry Lux, Superintendent of Union #104 took the microphone and discussed the differences of an A.O.S. before the new law and an A.O.S. with the new changes in the law. She said that with the newest version the forming of an A.O.S. is possible and doable. The new law required that the Central Offices be combined and any line items that run through the Administration Services, as well as money saving plans through interlocal agreements for any services that can be combined within the A.O.S.

An Regional Planning Committee needs to be formed to write the plan for the A.O.S. which must consist of one board member from each town as well as an alternate, one town or city official and one member at large from the town or city.

The meeting moved right along and Item #2 of the Agenda was discussion with questions and answers between the board members and Superintendents.

Shannon Emery of Eastport school committee asked what the A.O.S. board would be responsible for doing.

Superintendent Underwood stated the the A.O.S. would do similar tasks of the present Union board with additional responsibilities in the areas of Curriculum, Assessment, Transportation and the Office of Special Education Director, and that the Regional Planning Committee will have the responsibility of making the decision as to how the members for the A.O.S. are chosen.

William Bradbur, Eastport School Committee asked why Lubec was being left out of the conversations like they were not present. Superintendent Underwood apologized to the Lubec Committee members and their Superintendent Brian Carpenter and stated that Lubec also needed to partner and if they chose to partner with us that he was in favor of it as he was sure all those present would be.

Barbara Sellitto, Lubec School Committee asked about weighted voting. Superintendent Underwood explained how weighted voting works.

William Bradbury, Eastport, questioned if weighted voting was figured on the population of the town or city or student population and asked if the student population was available. Superintendent Underwood stated that the R.P.C. would be the group that decided how the voting would be figured and that the populations were available and he distributed the current student populations.

Superintendent Underwood stated that the A.O.S. will make decisions on Curriculum and that a K-12 uniform curriculum is a requirement of an A.O.S. structure. Responsibilities of the A.O.S. Committee would be fiscal, curriculum, transportation and Special Education.

Michael Chadwick, Calais School Committee, asked how the Central Office will save money and who gets to be the Superintendent. Superintendent Underwood said the penalty would be avoided, there would be one Central Office, one Superintendent, and that there would be savings, but the amount of savings has not yet been determined.

Krista Vining Rep. Charlotte wanted to know which town would keep the Central Office, who will maintain their jobs and who will not. Superintendent Underwood stated that the R.P.C. will write into the plan the strategies for the A.O.S. to follow in regards to staff. Superintendent Underwood explained in other plans there is some a transitional period.

Susan Corey, Dennysville School Committee, asked about State Facilitators. She stated that the first go round with the attempt to form a Regional School Unit which was voted down by all towns was led by a State Facilitator. Susan questioned if we are now on our own to figure out an A.O.S.? Superintendent Lux answered the question by stating that we are on our own basically with guidance from the staff within the Commissioner of Education's Office.

Meg McGarvey, Eastport School Committee, asked if towns could get out of this plan if they were not pleased with the way things were going.

Superintendent Lux stated that there is an escape route after one year in, but that the town has two years to find another group to partner with or the penalties will begin again.

Krista Vining Rep. Charlotte asked if Union #107 had said no to partnering with us. Superintendent Lux and Superintendent Underwood both said that after a meeting with representatives from the Department of Education it seemed apparent that it would be impossible to form an A.O.S. with such a great distance between the partners. There are no problems or hard feelings but it made more sense to them to try to go north.

Stephen Knowles Chairman Union #106 called for a five minute recess to discuss whether or not the individual boards wish to partner and to vote on whether or not to sign the Notice of Intent.

Break over –

Stephen Knowles Chairman Union #106 asked for the Board Chairs of each town to announce their vote. The following were the results regarding the motion and vote taken to file the Notice of Intent to Submit a Reorganization Plan and to include as partners, all School Committees' SAU's that vote tonight to file the Notice of Intent.

Alexander – Jan Sullivan	4 yes 0 no – motion passed
Dennysville – Susan Corey	2 yes 0 no – motion passed
Crawford – Esther Tozier	2 yes 0 no – motion passed
Charlotte – Herbert Clark	3 yes 0 no – motion passed
Baring – Robert Olsson	2 yes 0 no – motion passed
Robbinston – Don Reynolds	2 yes 0 no – motion passed
Calais – Morgan Sherrard	4 yes 0 no – motion passed
Lubec – Russell Wright	5 yes 0 no – motion passed
Perry – Eileen Curry	5 yes 0 no – motion passed
Eastport – Shannon Emery	4 yes 0 no – motion passed
Pembroke – Katie Evans	Did not have a quorum

Superintendent Underwood told Katie Evans (Pembroke) that a special meeting could be held to vote, but it would have to be very soon in order to keep in line

with the timeline. He stated that the RPC must meet next week to work on the plan.

Terry Lux explained that this is just the beginning, even with the RPC writing the plan for the A.O.S. The towns will still have the last say with a referendum vote as to whether or not they want to reorganize.

Janet Moholland, Charlotte School Committee, asked how they pick the town member and Superintendent Underwood said that would be up to the Charlotte School Committee.

Timelines were discussed and RPC meetings were set up for April 13th, 14th, 15th at Shead High School at 6:00 p.m. to begin the process of writing the plan.

Don Reynolds Rep. Robbinston moved to adjourn and Tom Critchley Rep. Robbinston seconded the motion, unanimous vote and the meeting/meetings adjourned at 8:00 p.m.

Exhibit B

**Sunrise County School System
Regional Planning Committee (RPC)
Shead High School Library
Tuesday, April 13, 2010
Minutes**

- The meeting was called to order at 6:02 p.m.
- Steven Knowles was elected as Chair of the RPC.
- Herbert Clark was elected as Co-Chair of the RPC.
- Steven Knowles then turned the meeting over to Superintendent James Underwood.
- Superintendent Underwood discussed several items including the enormous amount of work necessary to complete the plan, the scant timeline that the RPC and Municipalities are working under, as well as the three plans that had recently been approved by the Department of Education: Fayette/Winthrop, Mid-County, and Machias Bay Area School System.
- A motion was made by Robert Olsson and seconded by Randy Wallace to use the Machias Bay plan as the template for our plan. Adjustments to be made as necessary.
- Steven Knowles read the articles of the Machias Bay reorganization plan. Discussion and consensus was reached on each article before moving on. Several articles were left to discuss at the next scheduled meeting including 03.A (12) Cost Savings. Superintendents Jim Underwood, Terry Lux, and Brian Carpenter were to look at central office cost savings and report back to the RPC at the next scheduled meeting.
- Discussion of the name of the new school system. No consensus reached.
- Meeting Adjourned 8:00 p.m.

**Sunrise County School System
Regional Planning Committee (RPC)
Shead High School Library
Wednesday, April 14, 2010
Minutes**

- Meeting called to order at 6:03 p.m.
- Discussion of the name of the new consolidated school unit.
- Motion and second for the name of the consolidated unit to be Sunrise County School System. Motion passed.
- Superintendent Underwood discussed the cost savings of the central office.
- Discussion of article 3.A (13) Other Matters. Consensus was reached on the wording.
- Motion to adjourn by Don Reynolds seconded by Randy Wallace. Motion carried.

**Sunrise County School System
Regional Planning Committee (RPC)
Shead High School Library
Thursday, April 15, 2010
Minutes**

-Meeting called to order 6:00 p.m.

-Superintendent Underwood distributed and discussed the Sunrise County School System reorganization plan. A big thanks to Barbara Sellitto for extending her help to the Superintendents in getting our plan updated with changes that the RPC made.

-The plan was reviewed article by article to ensure that the intent of the RPC had been captured.

-Herbert Clark motioned Randy Wallace seconded to accept the plan and have the Superintendents adjust the plan to meet the requirement of the law. The motion passed.

-Meeting adjourned 7:35 p.m.

Exhibit C: Cost Savings

Central Office

Year One: 2010-11

The 2010-2011 year is expected to be a critical year. Under the direction of the Union 104 Board Chair, the Union 106 Board Chair and Regional Planning Committee Chairman, and the Regional Planning Committee Cochairman, all business functions and all responsibilities of the AOS will be operational within one Superintendent's Office under one roof by July 1, 2010. Although all staff and functions will begin July 1, 2010 at one Central Office Location, the first year of the AOS will involve an on-going assessment of efficiencies, further refinement and reorganization of administrative responsibilities and delivery of Central Office services including sought efficiencies in the delivery of Special Education Services and in the management of Transportation Services. Additional consolidation of financial and clerical services is expected.

Category	Projected Savings	Additional Cost	Notation
Personnel	\$40,000.00	\$00.00	The first year will start with the elimination of one part time clerical and one part time accounting staff; Special Education administrative and clerical staff will be reorganized. Given the combination of variables involved in this reorganization, a minimum of \$40,000.00 in savings is expected.
Audit	\$00.00	\$00.00	Given the volume of budgetary data, documents, and the initial collation process, no significant reduction in professional audit service is anticipated.
Operating efficiencies	\$10,000.00	\$00.00	A limited reduction in expense can be expected during the first year while the greatest reduction is expected during the second year of AOS operation following continuous assessment of efficiencies throughout the first year of operation.
Total minimum savings for the first year of operation	\$50,000.00		The total savings during the first year of operation may be greater than \$50,000.00; however, there are several unknown variables that can only be determined by the AOS board.

Year Two: 2011-12

Category	Projected Savings	Additional Cost	Notation
Personnel	\$40,000.00	\$00.00	Two of three administrative contracts end in 2011; however, savings in staffing in one area are expected to be balanced by other unavoidable increases in costs associated with the combination of consolidating services and staff and improving delivery of instructional and support programming in other areas. Some additional savings in staffing as a result of increased efficiencies is expected; but significant reduction cannot be guaranteed and will be determined by the continued efficiency study of the AOS and Superintendent.
Audit	\$00.00	\$00.00	Significant reduction in the area of professional audit service is not anticipated due to the anticipated level of professional audit services required with the volume of records and documents.
Operating efficiencies	\$40,000.00	\$00.00	Anticipated savings in non staff expenses in the second year of operation of the AOS is anticipated at a minimum of \$40,000.00. The projection of savings must be conservative as variables can only be specifically determined by the Sunrise County School System board and Superintendent based on the needs and conditions in place at that time.
Total minimum savings for the second year of operation	\$80,000.00		The projected total savings must continue to be conservative given unknown variables that ultimately must be addressed by the Sunrise County School System board and Superintendent.

Additional cost savings will be sought on behalf of the member units by continuing to target areas for potential consolidation across or between individual member units in such areas as sharing teaching staff (e.g., academic, fine arts, physical education) classroom support staff (e.g., educational technician), professional support staff (e.g., technology coordinator, school nurse, librarians, guidance counselor, social services, counseling), Special Education professional services (e.g., Speech Therapy, Occupational Therapy, Physical Therapy). This concentration and focus by the AOS on maximizing the capacity of such efficiencies are expected to improve the capacity of the AOS to improve and expand the breadth and depth of educational programming and services for our K-12 students across the Sunrise County School System.

Year Three: 2012-13

Category	Projected Savings	Additional Cost	Notation
Personnel	\$00.00	\$00.00	Given the Central Office Focus of Reorganization in the Areas of Curriculum and Assessment (Curriculum Director), Transportation (Transportation Director); given the inclusion of the Special Education Director/Director's Office in the Central Office budget; and given the increased level of the Business Management function, additional personnel cost savings at the AOS levels are not anticipated in the third and subsequent years of the reorganization.
Audit	\$00.00	\$00.00	Significant reduction in the area of professional audit service is not anticipated due to the anticipated level of professional audit services required with the volume of records and documents.
Operating efficiencies	\$10,000.00	\$00.00	Business Management functions and staff will continue to seek additional efficiencies in daily operations (e.g., collaborative and competitive equipment and supplies, collaborative and competitive business office hardware and software, system support; energy and heating systems and fuel, etc.).
Total minimum savings for the third year of operation	\$10,000.00		The Sunrise County School System goal of strengthening K-12 educational programming and student performance while seeking cost efficiencies where possible is expected to minimize budgetary increases.

The focus and attention initiated in years one and two of the Reorganization in regard to efficiencies will continue in the third and subsequent years of the Reorganization:

The Sunrise County School System Board will continue its work toward improving the capacity of the Sunrise County School System to expand and enhance the breadth and depth of educational programming and services for our K-12 students while simultaneously seeking additional efficiencies.